

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 01-14-65319

HUD# 07-14-0250-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

LUTHER PARK APARTMENTS, INC.

2824 East 16th Street

Des Moines, Iowa 50316

SUE GARLAND

Luther Park Apartments

2824 East 16th Street

Des Moines, Iowa 50316

COMPLAINANT

HARRIET J. NIELSEN

2824 East 16th Street Apartment A304

Des Moines, Iowa 50316

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant alleged Respondent s failed to provide reasonable accommodations by refusing her request to transfer to an accessible apartment and denying her request to keep her portable toilet, resulting in different terms and conditions of rental based on disability. Respondent owns or manages the subject property, a 103-unit apartment building, located at 2824 East 16th Street, Des Moines, Iowa 50316.

A complaint having been filed by Complainant against Respondents with the Commission under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the “Iowa Civil Rights Act of 1965” (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).

2. Respondent acknowledges the Fair Housing Act (FHA) and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling and to the extent that

the accommodation does not cause undue financial or administrative burden or fundamentally alter the nature of the provider's operations.

42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2).

3. Respondent acknowledges the FHA and ICRA make it unlawful

to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(2)(a); Iowa Code § 216.8A(3)(b)(1).

Voluntary and Full Settlement

4. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

5. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

6. Respondents agree the Commission may review compliance with this Agreement.

Disclosure

7. Because, pursuant to Iowa Code §216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

Release

8. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

9. Respondents agree Sue Garland and each of Respondents' employees or agents who are involved in the management or operation of their residential rental properties will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the laws regarding how to handle requests for reasonable accommodations from individuals with a disability and laws prohibiting retaliation. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission, verifying the fair housing training has been completed, within ten (10) days of completing the training.

Relief for Complainant

10. Respondents agree Complainant will be allowed to transfer and move to Apartment B11, a first-floor accessible apartment, on March 1, 2014 at the same initial monthly rent of \$578.00/month that she is currently paying. Complainant agrees she will cease using a portable toilet in Apartment B11. Respondents agree to waive all fees related to the move. Complainant agrees she will sign a new lease agreement which has been presented to her, and which shall commence upon Complainant's occupancy of the new apartment on March 1, 2014.

Once Complainant has vacated her current unit, Apartment A304, Respondents agree to do a check-out of Apartment A304 with Complainant present (and her daughter) to confirm that it has been turned over to Respondents in the same condition as when Complainant moved in, normal wear and tear excepted. Respondents agree Complainant will not be held financially responsible to paint or repair walls damaged by her wheel chair or to replace the carpet, carpet pad or subfloor in Apartment A304

Respondents agree to follow the provisions of Iowa Code §562A.12 regarding the disposition of Complainants' security deposit tendered to them pursuant to the lease agreement. If there is no cleaning or damage issue, Respondents agree to transfer Complainant's security deposit to her new apartment. Any cleaning or damage charges owed will be deducted from Complainant's security deposit, and Complainant will be responsible for paying an amount to ensure that a full and complete deposit of one month's rent (\$578.00) is provided for the new apartment.

Within seven (7) days of disbursing or transferring the rental deposit monies, Respondents agree to submit a written report to the Commission, detailing any charges deducted for cleaning or damage for Apartment A304.

Respondents also agree to conduct a check-in of Complainant's new apartment, with Complainant present (and her daughter) to insure it is clean, undamaged, and all appliances and fixtures are in working order. Respondents will provide Complainant with a written check-in list.

11. Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without discrimination or retaliation. Complainant agrees to follow the terms of her lease agreement and all Respondents' rules and regulations.

Reporting and Record-Keeping

12. Respondents shall forward to the Commission objective evidence of the successful completion of training, in the form of a Certificate or a letter from the entity conducting the training, within ten (10) days of the completion

of the training, as evidence of compliance with Term 9 of this Agreement.

13. Within seven (7) days of disbursing or transferring the rental deposit monies, Respondents agree to submit a written report to the Commission, verifying Complainant has been successfully moved to a first floor apartment. The report will also detail any charges deducted for cleaning or damage for Apartment A304, as evidence of compliance with Term 9 of this Agreement.

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations

Grimes State Office Building

400 East 14th Street,

Des Moines, Iowa 50319

Signatures on the following page (Page 5)

_____	_____
Luther Park Apartments, Inc., RESPONDENT	Date

_____	_____
Sue Garland, RESPONDENT	Date

_____	_____	_____
Harriet J. Nielsen, COMPLAINANT		Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION